

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,
1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

PROCEEDINGS OF THE AUTHORITY BEFORE BENCH 6

Dated 7th JULY 2022

COMPLAINT NO.: CMP/220324/0009250

COMPLAINANTS.....

**Mr.B.S. Chauhan &
Mrs. Sangita Chauhan**
C 601, Pavilion, Ozone Urbana
Bengaluru-562110.
Bengaluru Rural.

V/S

RESPONDENTS.....

Ozone Urbana Infra Developers Pvt Ltd
No.38, Ulsoor Road ,
Bengaluru – 560042.

(By Sri.Deepak Bhaskar & Associates
Advocates)

J U D G E M E N T

This complaint is filed under section 31 of the RERA Act against the project “Ozone Urbana” for the relief of refund with interest.

Brief facts of the complaint are as under:-

The complainants have purchased a flat in the project of respondent and entered into an Agreement for Sale on 18-12-2018. They have paid a total sum of Rs.68,12,500/- (Rupees Sixty Eight Lakh Twelve Thousand and Five Hundred only) to the respondent towards the said flat. The respondent failed to deliver the flat as agreed upon in the agreement and did not handover the possession of the flat till date.

Handwritten signature

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

Respondent has not refunded their amount till date in spite of the project being stalled since last 3 years. Hence, this complaint.

After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its counsel and it has not filed any statement of objections, replies or produced any documents, etc. But respondent has submitted Memo of Calculation on 18/6/2022.

As per section 18(1) of RERA Act in case the allottee wishes to withdraw from the project, the promoter is liable without prejudice to any other remedy available, to return the amount received by them in respect of that apartment, plot, building as the case may be with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this act.


Therefore, as per section 18(1) of the Act, the promoter is liable to return the amount received along with interest and compensation only if the promoter fails to complete or provide possession of an apartment etc., in accordance with sale agreement.

In support of their claim, the complainants have uploaded in all 2 documents such as copies of Avenue Agreement and payment receipts.

Heard arguments.

On the above averments, the following points would arise for my consideration:-

1. Whether the complainants are entitled for the relief claimed?
2. What order?



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

My answer to the above points are as under:-

1. In the Affirmative.
2. As per final order for the following

REASONS

My answer to point No.1:- Admittedly, the complainants have paid Rs.68,12,500/- towards the allotment of apartment in the year 2017. Even after lapse of 4 years, the respondent failed to handover the possession of the flat as promised in the Agreement. Hence, the complainants are entitled for refund of entire amount paid by them along with interest. Therefore, it is incumbent upon the respondent to refund the amount with interest which is determined as below.

Interest calculation till 30/04/2017 (Before RERA)

Sl. No.	Date	Amount paid by customer	No. of days till 30/04/2017	Interest @ 9%
1	30-04-2017	0	0	0
			TOTAL INTEREST(I1)	0

Interest calculation from 01/05/2017 (After RERA)

SL NO	DATE FROM 01/05/2017	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	INTEREST RATE X+2%	INTEREST @X+2%
1	01-05-2017	0	1874	18-06-2022	10.15 as on 01-05-2017	0

Handwritten signature

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

2	14-12-2018	1,00,000	1282	18-06-2022	10.75 as on 10-12-2018	37,757
3	27-12-2018	6,30,000	1269	18-06-2022	10.75 as on 10-12-2018	2,35,460
4	22-01-2019	10,00,000	1243	18-06-2022	10.75 as on 10-01-2019	3,66,089
5	25-01-2019	2,70,000	1240	18-06-2022	10.75 as on 10-01-2019	98,605
6	25-02-2019	10,00,000	1209	18-06-2022	10.75 as on 10-02-2019	3,56,075
7	28-03-2019	10,00,000	1178	18-06-2022	10.75 as on 10-03-2019	3,46,945
8	20-04-2019	9,37,500	1155	18-06-2022	10.7 as on 10-04-2019	3,17,427
9	31-05-2019	9,37,500	1114	18-06-2022	10.65 as on 10-05-2019	3,04,728
10	24-06-2019	9,37,500	1090	18-06-2022	10.65 as on 10-06-2019	2,98,163
					TOTAL INTEREST (I2)	23,61,249

MEMO OF CALCULATION

PRINCIPLE AMOUNT (A)	INTEREST (B= I1 + I2) AS ON 18-06-2022	REFUND FROM PROMOTER (C)	TOTAL BALANCE AMOUNT (A + B - C)
68,12,500	23,61,249	0	91,73,749

Accordingly, I answer this point in the Affirmative.

MHS

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

My answer to point No.2:- In view of the above discussion, I proceed to pass the following

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No.CMP/220324/0009250 is hereby allowed. Respondent is directed to pay a sum of Rs.91,73,749/- (Rupees Ninety One Lakh Seventy Three Thousand Seven Hundred and Forty Nine only) as on 18/6/2022 to the complainants within 60 days from the date of this order. The interest accruing from 19/6/2022 till the date of final payment will be calculated and paid likewise. Failing which the complainants are at liberty to enforce this order in accordance with law.


(Neelmani N Raju)

Member-2
K-RERA

